



CITY OF CLEVELAND

Mayor Frank G. Jackson

**Mayor's Office of Capital Projects
Division of Engineering and Construction**

Request for Proposal RFP

For

PIPELINE INFRASTRUCTURE REPLACEMENT (PIR) PROGRAM

SEPTEMBER 16, 2021

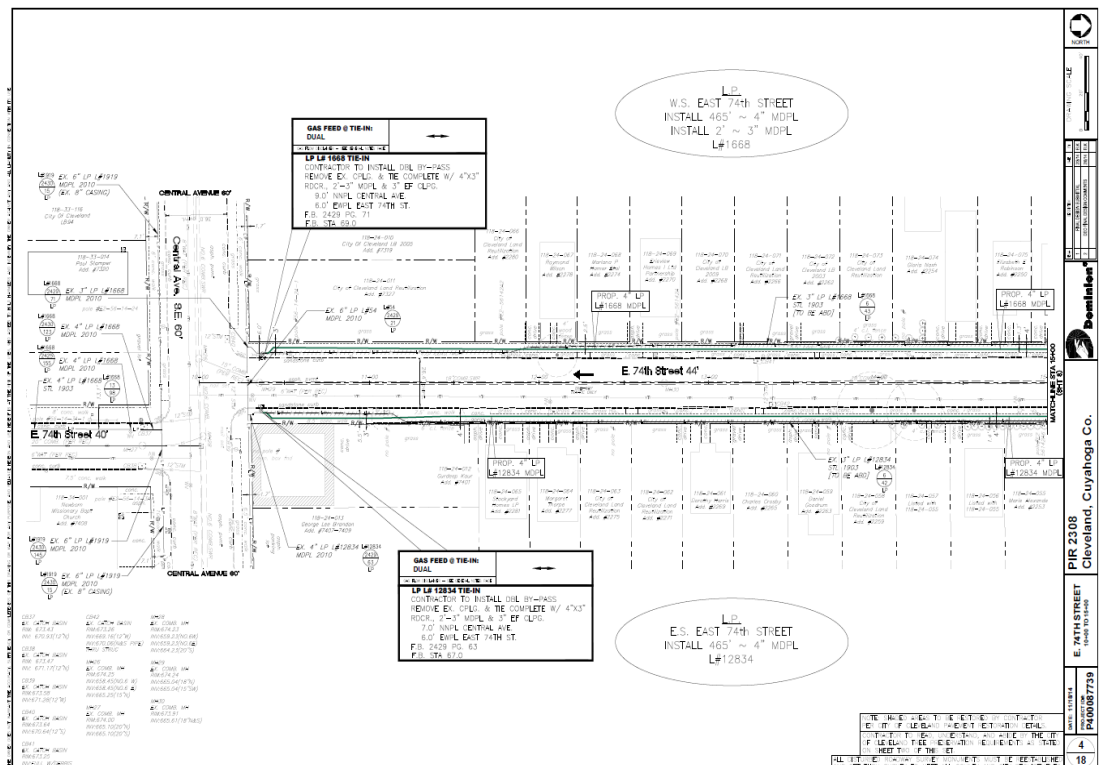


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**CITY OF CLEVELAND
MAYOR'S OFFICE OF CAPITAL PROJECTS
REQUEST FOR PROPOSAL**

PIPELINE INFRASTRUCTURE REPLACEMENT (PIR) PROGRAM

Introduction and Background

The services required under this Request for Proposal (RFP) are those services which are needed to supplement the City staff to properly manage the aggressive Dominion East Ohio Gas (DEO) Pipeline Infrastructure Replacement (PIR) Program to ensure compliance with all City requirements. The length of service will be for an initial one (1) year term renewable for additional two (2) term in one (1) year increments at the discretion of the City. Services that are required are described below in further detail.

A proposal meeting will not be held. Written questions will be received until October 15, 2021 until noon and an addendum with all questions and answers will be posted by the close of business on October 18, 2021. The proposal will be due by 4:30pm on October 29, 2021. The written questions shall be directed to Mr. Robert J. Knopf, Jr., P.E., Section Chief of Permits and Sidewalks via email at rknopf@clevelandohio.gov.

Where the following terms such as "Consultant to determine", "Yes", "x", "By Consultant" and similar notations are used in this RFP, the Consultant shall provide the service for that item of work. In addition, where there are subjects which require action of work (by whom it may not be clear), the Consultant is the party which shall accomplish it.

The City reserves the right to reject any or all proposals or portions of them, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the service(s) desired otherwise, at any time or in any manner considered in the City's best interests. The Director may, at his/her sole discretion, modify or amend any provision of this notice or the RFP.

PIR Scope of Services

Briefing

Dominion East Ohio is currently in year 11 of a 20 year \$2 billion Pipeline Infrastructure Replacement Program in their service area. DEO preliminary schedule indicates 130 projects planned over the next three years (100 in 2022, 25 in 2023, 5 in 2024) approximately 59 miles of gas line. The project staffing for the next three years is anticipated to include a full time Project Manager. In addition to the full time Project Manager, during peak construction season it is anticipated to include the services of 3 to 5 full time inspectors and 1 full time support administrative assistant. In addition to the Project Manager, during non-peak construction season and winter, it is anticipated to include the services of 1-2 full time inspectors.

The program is subject to change based on input from DEO operations, planning, design, and construction personnel as well as additions and deletions based on feedback from the city and other entities. The three year projection is provided to the proposer as information to support the magnitude of the program.

All aged pipes will be replaced with new pipes within the City Right-of-Way and restorations to the sidewalks, tree lawns, and pavement will be required. In order to properly manage this aggressive program and to ensure City requirements are adhered to, supplemental staff will be needed to provide various services. Positions and their respective responsibilities include but are not limited to the following;

Professional Service Classifications

Professional Engineer or Project Management Professional (Overall Project Manager)

Under the direction of the City, the Professional Engineer (PE) or Project Management Professional (PMP) will have complete oversight of the Program and will be charged to successfully manage all aspects of the program as a City Representative. Responsibilities include but are not limited to the following; serve in the role of permit coordinator to review DEO submittals/designs, process permit applications, manage Inspectors/Arborists, coordinate construction and design issues, field verification (Quality Assurance) that approved construction documents are adhered to, coordinate with City/State/County Capital Projects, punch list generation, coordinate tree preservation strategies with Division of Urban Forestry, project closeout, provide detailed documentation and invoicing to DEO, field complaints by residents, attend necessary public meetings, meeting minutes.

Professional Engineer shall; be detailed oriented, have excellent written and verbal communication skills, proficient in Microsoft Office, Microsoft Projects or equal, and familiarity with the City of Cleveland Standards is a plus. The ability to multi-task is a must.

Professional Engineer will be stationed at City Hall and it is anticipated that office responsibilities will be 40% and field responsibilities will be 60%.

The professional Engineer fee shall be paid hourly inclusive of all direct and indirect fees.

Construction Inspector (s)

Under the direction of the Professional Engineer, the Construction Inspector(s) will perform construction inspections (Quality Control) to ensure compliance to approved construction documents and adherence to City Standards, specifications, and permit requirements.

Construction Inspector will be charged with completing a detailed daily report and have the ability to instantly communicate electronically with the office.

Construction Inspector shall be ODOT pre-qualified and shall meet the following minimum requirements: 2 years of Construction Technical Experience and Associate Degree in Civil Engineering Technology or Associate Degree in Construction Engineering Technology. If no Associate or Construction Technology Degrees, an additional 2 years of Construction field experience will be required. The Construction Inspector fee shall be paid hourly inclusive of all direct and indirect costs. Timekeeping shall start from the time the Construction Inspector arrives on site and shall stop when Construction Inspector leaves the site. The Construction Inspector shall have proper communication equipment Tablet, Mobil Phone, and any other equipment so as to be able to instantly communicate with the Office in writing (Excel, Word, E-Mail) and to convey photos.

Certified Arborist (s)

Under the direction of the Professional Engineer, Division of Urban Forestry and Division of Engineering & Construction, the Project Arborist will be charged with overseeing, documenting and recommending, and directing tree preservation strategies on the related to the PIR Program in accordance with City Established Standards and Requirements.

Duties of the Project Arborist include but are not limited to the following;

Preparing a tree assessment report on every PIR Project that will contain the following data as collected during the tree and site inspection:

1. Tree address
2. Tree genus
3. Tree condition (dead, poor, fair, good, excellent)
 - The arborist can use letters to indicate condition (i.e. d=dead, p=poor, f=fair, g=good, e=excellent)
4. Tree diameter at breast height measured at 4.5 feet above the ground
5. Tree cell location and number
6. Percentage of stem girdling roots at the base
7. Structural defects (i.e. decay, cracks, co-dominant stems, dead wood, broken or hanging limbs)
8. Depth of roots found using a probe (at grade, above grade, below grade)
9. Estimated diameter of visible roots
10. The distance from the trunk the roots will be pruned.
11. Recommendation (root prune and retain tree, root prune and remove tree, root grind and remove tree, no root pruning needed, curve sidewalk etc.).
12. Field Marking root pruning and canopy pruning limits
13. Periodic oversight (QA/QC) of field operations to ensure adherence to proper construction methods.

The Project Arborist (informational list attached) shall be one of the following professionals:

- a. International Society of Arboriculture (ISA) Certified Arborist
- b. International Society of Arboriculture Board Certified Master Arborist (BCMA)
- c. American Society of Consulting Arborists (ASCA) Consulting Arborist
- d. ISA Tree Risk Assessor
- e. ISA Municipal Specialist

The Project Arborist fee shall be paid hourly inclusive of all direct and indirect costs. Timekeeping shall start from the time the Arborists arrives on site and shall stop when Arborist leaves the site. Arborist shall have proper communication equipment Tablet, mobile phone, and any other equipment so as to be able to instantly communicate with the City in writing (Excel, Word, Email) and to convey photos.

Additional position description information is provided in Appendix “A”.

The City reserves the right to modify the scope of services at any time before execution of a contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgment, and in the best interest of the City.

Project Schedule and Deliverable

Project Schedule:

The City will require the successful consultant to have the Professional Engineer relocated to City Hall and be ready to work in getting familiar with the PIR Projects, scheduling, etc. ahead of the signed executed Contract. This will require the successful Consultant to begin work within 7 working days of the Notice to Proceed. Contract duration is twenty four (24) months. This time period will begin the day the Director of Mayor’s Office of Capital Projects executes the contract. The following projected timeline is submitted for your information:

City of Cleveland

Notice to Proceed	January 21, 2022
Professional Engineer (start)	January 28, 2022
Contract	January 31, 2022

Deliverables:

The Consultant shall provide detailed inspection daily reports, verification of field work performed, tree assessment reports, and man-hours used, summary of each project on a weekly basis indicating status and issues, summary of all PIR projects and their status; in the permitting/review process, construction, punch list, closeout, etc.

Invoices will be submitted on a monthly basis with all the above as back up documentation.

Proposal Requirements

Proposals should be organized as follows:

1. Management

- Your proposal should include GSA Standard Form 330 – Part II and Standard Form 330 – Part I. Resumes of personnel performing key work tasks shall be submitted within SF 330 – Part I. For those firms with more than one office, include the office location (City) to which the team member is assigned.
- It is necessary to provide a GSA Standard Form 330 – Part II and Standard Form 330 – Part I for any firm that will be providing approximately thirty percent (30%) or more of the proposed work.
- The meaningful involvement of firms should be discussed, how you intend to manage the project and who will have overall responsibility. Prime and Sub-consultant work history should be discussed. Include the Engineers/Inspectors/Arborists who will actually be performing the major tasks of this project. A detailed project organization chart is required. The length of time and number of projects the prime has worked with various team members. The **quality assurance program** should be discussed. Provide a realistic Project Management Schedule, showing the necessary work items and indicating how you plan on assigning manpower (Inspectors, Arborists, etc.). **In other words, how do you plan on managing this program efficiently? Discuss method of field monitoring construction inspectors.** Schedules are to be submitted utilizing “MicroSoft Project”.

2. Technical

- Provide a technical approach in sufficient detail such that it may be determined that the proposer has an understanding of the type of work involved, communication, coordination, and disciplines necessary to accomplish the project. Describe how the project is envisioned, or in other words, what is being furnished for the dollars quoted. Any exceptions or amplifications of the scope of work shall be presented under this section. Present a detailed communication plan describing how the program will be administered. Describe a process envisioned from start to finish. Describe any potential problems difficulties you foresee in managing the project and how they would be addressed by the office and/or field personnel.

- A list of City of Cleveland/County projects for prime and sub-consultants, if any, the firm has worked on.

3. Technology

- Discuss types of technology you will use to interface between the field and office. What reporting software/methods will you be using? The City utilizes Build-A-Form.

4. Experience

- Consultant, and or team members, shall be prequalified in Non-Complex Roadway Design and construction inspection. It is advisable to include in the proposal your qualifications and experience or other information which may show your firm is uniquely qualified for this project. Resumes of key personnel to be assigned to this project may be included.

5. Federal Identification Number

The following information should be included in your proposal:

- Your mailing address.
- Your telephone and fax numbers
- Your form of business entity (corporation, partnership, limited partnership, joint venture, sole proprietorship, an individual, etc.)
- Either your Taxpayer Identification Number or, if appropriate, your Social Security Number. If submitted as a joint venture, a separate number for each member of the venture is required unless one number has been obtained for the venture. A Taxpayer Identification Number is required for entities other than a sole proprietorship or an individual, for which a Social Security Number is appropriate.

6. Noncompetitive Bid Contract Statement

- The form titled: "Noncompetitive Bid Contract Statement for Calendar Year 2022 shall be filled out and submitted for the prime consultant".

7. Subconsultant Information

The following information is required for each sub consultant you intend to use:

- Subconsultant's name and mailing address
- Subconsultant's telephone and fax numbers
- A listing of the Subconsultant's ODOT Prequalification Categories or Arborist Categories listed above.
- A description of the work and the percentage that is anticipated the subconsultant will perform
- A list of projects, if any, on which your firm and the subconsultant have both worked on

Provide a list of all sub-consultants (i.e. CSB and others), their work assignments and the percent of the work each will be performing. These lists are to be submitted in the Part "A" envelope with the technical proposal.

8. Cleveland Area Business

- The Cleveland Area Business Code contained in Chapter 187 of the Codified Ordinances, of Cleveland Ohio 1976 was enacted in an effort to increase the participation of local small business enterprises in City of Cleveland Contracts. The City has, therefore, established as one of its objectives, the meaningful involvement of Cleveland Small Businesses (CSB). **Mayor's Office of Capital Projects has a participation goal of ten (10) percent for Cleveland Small Businesses (CSB) on this project.**
- Each Consultant representing itself as a Cleveland Area Small Business (CSB) within the OEO schedules must be certified with the Office of Equal Opportunity as a CSB, CSB/MBE or CSB/FBE. Certified CSB firms, to date can be found at:

<https://cleveland.diversitycompliance.com>

Toggle on "Search the /MBS/FBE & Section 3 Registry" and enter a business description (e.g. engineering, architectural services, environmental)

The proposal shall state the percentage of dollar participation of each consultant proposing services.

9. Office of Equal Opportunity (OEO) Reports

- Attached to this proposal are four (4) documents identified as "Contract Employment Report", Schedule 1 through 4, from the O.E.O. office. Although some terms, wording, descriptions, etc. in these documents do not necessarily apply to a professional services contract, the applicable forms must be completed and returned with your proposal. Note all subcontractors need to be listed on Schedule 2 and all subconsultants must execute Schedule 3. Please furnish two (2) unbound copies of Schedules 1 through 4, original signature, in the Part "B" envelope of your proposal. Return all schedules whether or not they apply to the project. The object of these forms is to facilitate OEO approvals. OEO will not evaluate MBE and FBE participation for professional service contracts. Consultant shall indicate/certify in Part "A" that schedules are included in Part "B" envelope. If the schedules are not provided and properly executed once Part "B" is opened, the proposal must be deemed non-responsive.

10. Compensation: (Part "B" envelope)

See "Proposal Fee Sheet" for the format desired.

Fee Definitions

- Actual Cost Plus Net Fee with an upset maximum.
The City will pay actual salary, overhead and expenses up to the upset maximum, and the consultant is expected to complete the work as scoped within the fee stated. The Net Fee will be paid whether or not the upset maximum is achieved. The only method of revising the upset maximum

is through a change in the scope of work. If a change of complexity is claimed and granted, the modification will contain a Net Fee of zero dollars.

- **Lump Sum Fee.**

This is a bottom line figure and includes salary, overhead and expenses. As with the Cost Plus Net Fee, the consultant is expected to complete the work as scoped at the fee stated, and the only method of revising the Lump Sum Fee is through a change in the Scope of Work. If a change in complexity is claimed and granted, the modification will contain a net fee of zero dollars.

- The consultant shall submit the proposed number of man-hours for prime consultant and all subconsultants.

Fee Information Required

- If a fee based on Actual Cost Plus Net Fee with an upset maximum is offered, the proposal shall indicate the make-up of the fee hours, hourly rates, overhead, direct costs, and profit. Overhead percentage quoted shall remain in effect throughout the life of the basic contract. The source of the overhead rate quoted shall be identified; i.e., estimated, from an audit, etc. The hours quoted shall relate to a facet of the work involved. Work sheets (typed sheets not necessary) should be furnished for obtaining hours quoted. The weighted average rate per hour will be monitored on invoices and shall not exceed the rate from the proposal without justification. If a fee based on Lump Sum is offered, the proposal shall indicate the make-up of the fee hours and direct costs. The hours quoted shall relate to a facet of the work involved.
- Work sheets (typed sheets not necessary) should be furnished for obtaining hours quoted. The intent is to show that the project has received a reasonable degree of estimation.
- The consultant shall indicate the method that will be used to determine the fee should a contract modification become necessary. For example: hourly rate x multiplier + profit + expenses.
- In estimating the fee, include any wage changes that can be reasonably anticipated over the life of the contract. A fee based on a percentage of the construction cost is not acceptable. A percentage of the fee mark-up on a subcontract will not be permitted.
- Although the proposed fee is not the deciding factor in the selection process, it will be evaluated along with the other criteria specified herein.

11. City

- The City of Cleveland will make available any existing information it may have in its files.
- Overall contract administration, coordination and drawing review will be furnished by the City of Cleveland through:

Richard J. Switalski, P.E.
Administration Bureau Manager
Division of Engineering & Construction

601 Lakeside Avenue, Room 518
Cleveland, OH 44114-1015
Telephone: (216) 664-2381

12. Consultant Eligibility

- To be eligible for this award, the proposer shall not have received a contract with the Division of Engineering & Construction in the previous six (6) months. **This provision is waived for this project.**

13. Submittal Procedure

- Your proposal shall be submitted in two (2) parts and identified (marked) as follows: Part "A" shall be the response to the qualifications and technical aspects of the RFP. Include the required two (2) additional unbound copies of the "Contract Employment Report" in Part "B" and the "Noncompetitive Bid Contract Statement" in Part "A" envelope. Part "B" shall be in a separate sealed envelope and contain the proposed fee, on company letterhead, and signed with supporting data for the services requested. Interested parties should submit three (3) copies of their proposal no later than the time and date stated on the cover letter to:

Richard J. Switalski, P.E.
Administration Bureau Manager
Division of Engineering & Construction
601 Lakeside Avenue, Room 518
Cleveland, OH 44114-1015
Telephone: (216) 664-2381

- Additional copies of your proposal and an electronic copy will be required for internal processing and record if your proposal is accepted by the City.

14. Proposal as a Public Record

- Under the laws of the State of Ohio, all parts of a proposal, other than trade secret or proprietary information and the fee proposal may be considered a public record which, if properly requested, the City must make available to the requested for inspection and copying. Therefore, to protect trade secret or proprietary information, the Proposer should clearly mark each page – but only that page – of its proposal that contains that information. The City will notify the proposer if such information in its proposal is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the proposal. Blanket marking of the entire proposal as “proprietary” or “trade secret” will not protect an entire proposal and is not acceptable Cleveland Area Business Code

15. Cleveland Area Business Code

Requirements

During performance of the Agreement, Contractor shall comply with all applicable requirements of the *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976 (“C.O.”), and any *Regulations* promulgated under the *Code*, which *Code* and *Regulations* are incorporated into and made part of this RFP by this reference as fully as if rewritten in it or attached. Specifically, compliance under any resulting agreement shall include, but not be limited to, the Contractor’s:

- Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in performance of the Agreement;
- Compliance and cooperation with Project Monitors, whether from the Mayor’s Office of Equal Opportunity (the “OEO”) or the contracting department;
- Accurate, complete, and on-time submission of all reports, forms, and documents including, but not limited to, employment reports, certified payrolls, monitoring forms, and other information the Director of the OEO may require, whether in printed or electronic form, to ascertain and verify Contractor’s compliance; and
- Attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting department director(s) at key intervals during performance of the contract services (e.g. 25% completion, 50% completion, 75% completion).

Failure to Comply

When determining the contractor’s future eligibility for a City contract, the City shall consider a contractor’s failure to comply with the representations of its proposal and the requirements under the *Code* as a failure to faithfully perform a contract.

- Under the *Cleveland Area Business Code*, the City of Cleveland is firmly committed to assisting Minority Business Enterprise (MBEs), Female Business Enterprises (FBEs), and Cleveland – area small businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful proposer for a contract will be a firm that shares the commitment. Accordingly, a proposer is strongly encouraged to utilize the services of qualified MBE/FBE/CSB sub-consultants that are certified by the Mayor’s Office of Equal Opportunity (the “OEO”) in its proposal.
- The standard subcontracting goal for professional services contracts is 10% Cleveland Area Small Business (“CSB”) subcontractor participation. Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise (“MBE”), Female Business Enterprise (“FBE”), and CSB firms, consistent with the subcontracting goal(s) applicable to this RFP.
- To document its good-faith effort to utilize certified MBE, FBE and CSB sub-consultants, each proposer must complete Schedules 1 through 4 found in the

Cleveland Area Business Code – Notice to Bidders and Schedules. These schedules identify the Proposer’s proposed use of MBE, FBE and CSB sub-consultants on the project, which evidences the proposer’s good-faith effort to obtain the participation of certified sub-consultants. The Proposer shall submit the completed forms with its proposal in Part B and they will be forwarded to the City’s Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a proposal.

Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs, and FBEs by checking the City’s website at <http://www.city.cleveland.oh.us>. On the home page, select “Office of Equal Opportunity” from the drop-down menu of City departments. On the Office of Equal Opportunity page, you will find a selection in the left-hand column for “CSB/MBE/FBE Registry”.

Proposers are responsible for obtaining the most current list and for contacting potential CSB/MBE/FBE sub consultants. The City assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB sub-consultants.

The City Office of Equal Opportunity will monitor participation of MBE, FBE and /or CSB sub-consultants throughout the duration of the engagement or project. The successful proposer, as contractor, will be responsible for providing the OEO with all information necessary to facilitate this monitoring.

The *Cleveland Area Business Code*, any *Regulations* promulgated under the *Code*, and the OEO *Notice to Bidders & Schedules* are, by this reference, incorporated in and made part of this solicitation and any resulting contract as fully as if written in it or attached.

- The successful proposer, as contractor, will be required to comply with all terms, conditions, and requirements imposed on a “contractor” in the following *Equal Opportunity Clause*, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the Clause part of every subcontract or agreement entered into for services or goods and binding on all persons and firms with which the proposer may deal, as follows: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disable veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, “treated” means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors sitting forth the provisions of this

nondiscrimination clause.

- Within 60 calendar days after entering into a contract, the successful Proposer, as Contractor, shall file a written affirmative action program with the OEO containing standards and procedures and representations assuring that the Contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor's recruitment, selection, and advancement processes.

16. Term of Proposal's Effectiveness

- By submission of a proposal, the Proposer agrees that its proposal will remain effective and eligible for acceptance by the City until the earlier of the execution of a final contract or 240 calendar days after the proposal submission deadline (the "Proposal Expiration Date").

17. Execution of a Contract

- The Successful Proposer shall, within ten (10) business days after receipt of a contract prepared by the City Director of Law, exclusive of Saturdays, Sundays and holidays, execute and return the contract to the City together with evidence of proper insurance and intent to conform to all requirements of the contract. Attached hereto or which are a part hereof and all applicable federal, state and local laws and ordinances prior to or at the time of execution of the contract.

18. "Short-listing"

- The City reserves the right to select a limited number (a "shortlist") of Proposers to make an oral presentation of their qualifications, proposed services, and capabilities. The City will notify the Proposers selected for oral presentation in writing.

19. Proposer's Familiarity with RFP; Responsibility for Proposal

- By submission of a proposal, the Proposer acknowledges that it is aware of and understands all requirements, provisions, and conditions in and of this RFP and that its failure to become familiar with all the requirements, provisions, conditions, and information either in this RFP or disseminated either at a pre-proposal conference or by addendum issued prior to the proposal submission deadline, and all circumstances and conditions affecting performance of the services to be rendered by the successful proposer will not relieve it from responsibility for all parts of its Proposal and, if selected for contract, its complete performance of the contract in compliance with its terms. Proposer acknowledges that the City has no responsibility for any conclusions or interpretations made by Proposer on the basis of information made available by the City. The City does not guarantee the accuracy of any information provided and Proposer expressly waives any right to a claim against the City arising from or based upon any incorrect, inaccurate, or incomplete information or information not otherwise conforming to represented or actual conditions.

20. Interpretation:

- The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this RFP or a Proposal or given in any manner, except by written addendum. The City will mail, e-mail, or otherwise deliver one copy of each addendum issued, if any, to each individual or firm that requested and received a RFP. Any addendum is a part of and incorporated in this RFP as fully as if originally written herein.

21. Insurance:

- The Successful Proposer, at its expense, shall at all times during the term of the contract resulting from this RFP, maintain the following insurance coverage. The insurance company (ies) providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated "A" or above by A.M. Best Company or equivalent. The Successful Proposer, as contractor, shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Director of Law, evidencing the required insurances upon execution of the contract.
- The consultant shall indemnify and save harmless the City of Cleveland and/or any other City or agency as required from and against all suits or claims that may be based upon any injury to persons or damage to property arising out of any error, omission or negligent act of the consultant or its subcontractor. The consultant shall, at its own expense, defend the City of Cleveland and/or any other City or agency as required in all litigation, pay all attorney's fees, damages, court costs and other expenses arising from such claims in connection therewith.
- The City will require the successful proposer to maintain comprehensive general public and professional liability insurance insuring the consultant against the indemnification obligation stated above.
- The comprehensive general liability insurance policy only shall name the City as additional insured, shall have limits of not less than \$500,000.00 for injuries, including accidental death, to one person and not less than \$1,000,000.00 on account of one occurrence involving more than one person, and property insurance in an amount of not less than \$200,000.00, and shall be primary with respect to the consultant's general liability, notwithstanding any other insurance covering the City. The professional liability insurance shall have limits of not less than \$100,000.00 for any one incident.
- The consultant shall also carry full insurance coverage on drawings, specifications and other valuable information against loss by fire damage, destruction, theft, etc., while said documents are on their premises, of not less than \$10,000.00.
- The cost of the insurance coverage shall be included in the base fee.

Proposal Evaluation

Selection Criteria

1. The following proposal subjects will be evaluated:
 - Management Approach
 - Technical Approach
 - Technology
 - Experience of Personnel Assigned to the Project
 - Experience of Firm on Similar Type Projects
 - CSB Participation
 - Proposal Responsive to RFP
 - Material in Part "B" Envelope.
2. The following procedure will be used in evaluating the proposals:
 - Based on the technical data furnished in the Part 'A' envelope, the proposals will be ranked in an order of preference.
 - At this point envelope "B" will be opened and its contents included in the evaluation.
 - If the proposed personal fees' of the top ranked firm is not the lowest fee submitted, the City may enter into negotiations with that firm to adjust the consultant's scope of services detailed in their proposal, and their personal fees, to be more in line with the other proposed fees.
 - Should that endeavor fail, the City would then proceed to the second ranked firm, etc. until the most qualified firm at the best fee has been elected.

During the selection process, one or more proposers may be asked to meet with City personnel to insure that the proposer fully understands the requested work and to clear up any questions the City may have about the proposal.

3. The City's Rights and Requirements

The Director, at his/her sole discretion, may require any Proposer to augment or supplement its proposal or to meet with the City's designated representatives for interview or presentation to further describe the Proposer's qualifications and capabilities. The requested information, interview, meeting, or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.

4. Disqualification of a Proposer/Proposal:

The City does not intend by this RFP to prohibit or discourage submission of a proposal that is based upon a Proposer's trade experience in relation to the nature or scope of work, services, or product(s) described in this RFP or to prescribe the manner in which its services are to be performed or rendered.

The City will not be obligated to accept, however, significant deviations from the work or services sought by this RFP, including terms inconsistent with or substantially varying from the services or the financial and operational requirements of the RFP, as determined solely by the City. The City reserves the right to reject any proposal that does not furnish or is unresponsive to the information required or requested herein. The City

reserves the right to reject any proposal or waive or to accept any deviation from this RFP or in any step of the proposal submission or evaluation process so as to approve the award of the contract considered in the City's best interest, as determined in the City's sole discretion.

Although the City prefers that each Proposer submit only one proposal including all alternatives to the proposal that the Proposer desired the City to consider, it will accept proposals from different business entities or combinations having one or more members in interest in common with another Proposer. The City may reject one or more proposals if it has reason to believe that proposers have colluded to conceal the interest of one or more parties in a proposal, and will not consider a future proposal from a participant in the collusion. In addition, the City will not accept a proposal from or approve a contract to any Proposer that is in default as surety or otherwise upon an obligation to the City or has failed to perform faithfully any previous agreement with the City, or is currently in default under any agreement with the City.

The City reserves the right to reject any or all proposals. Failure by a Proposer to respond thoroughly and completely too all information and document requests in this RFP may result in rejection of its proposal. Further, the City reserves the right to independently investigate the financial status, qualifications, experience, and performance history of a Proposer.

The City reserves the right to cancel the approval or authorization of a contract award, with or without cause, at any time before its execution of a contract and to later enter into a contract that varies from the provisions of this RFP, if agreed to by another Proposer.

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APPENDIX A: Position Descriptions

Construction Inspector Class I

Minimum Requirements: ODOT Pre-qualified with a High School diploma/GED AND 2 years of Construction Field Technical Experience (Substitution: An Associate Degree in Civil Engineering Technology OR Associate Degree in Construction Engineering Technology may substitute for two years of experience lacking).

Inspector Functions: Check work for conformance to plans and specifications, ability to read plans, track quantities if needed, complete daily reports/diaries, raise issues as they are observed.

Construction Inspector Class II

Minimum Requirements : ODOT pre-qualified with a High School Diploma/GED AND 4 years of Construction Field Technical Experience (Substitution: An Associate Degree in Civil Engineering Technology OR Associate Degree in Construction Engineering Technology may substitute for two years of experience lacking) AND ACI Concrete Field Testing Technician, Grade 1 certification AND Ohio Level I Aggregate Technician certification AND ODOT Flexible Pavement Training. Proficiency in Microsoft Word, Outlook, and Excel.

Inspector Functions: Check work for conformance to plans and specifications, ability to read and interpret plans, track quantities if needed, complete daily reports/diaries, raise issues as they are observed, recommend solutions to field issues.

Construction Inspector Class III

Minimum Requirements : ODOT pre-qualified with a High School Diploma/GED AND 5 years of Construction Field Technical Experience (Substitution: An Associate Degree in Civil Engineering Technology OR Associate Degree in Construction Engineering Technology may substitute for two years of experience lacking) AND **NICET Highway Construction Level II** certification AND ACI Concrete Field Testing Technician, Grade 1 certification AND Ohio Level I Aggregate Technician certification, ODOT Flexible Pavement Training. Proficiency in Microsoft Word, Outlook, and Excel.

Inspector Functions: Check work for conformance to plans and specifications, ability to read and interpret plans, track quantities if needed, complete daily reports/diaries, raise issues as they are observed, recommend solutions to field issues, assist and oversee Inspector Class I and II in performing their daily functions, construction estimating, and punch list generation.

The Construction Inspector fee shall be paid hourly inclusive of all direct and indirect costs. Timekeeping shall start from the time the Construction Inspector arrives on site

and shall stop when Construction Inspector leaves the site. The Construction Inspector shall have proper communication equipment Tablet, a Phone, and any other equipment so as to be able to instantly communicate with the Supervisor in writing (Excel, Word, and Email) and to convey photos.

Engineer I

Minimum Requirements: College Degree in Civil Engineering, Engineer In Training (E.I.), 2 years of Construction Field Technical Experience preferred, Proficiency in Microsoft Word, Outlook, Excel, and Microsoft Projects, ability to multi-task.

Engineer Functions: Assist the Professional Engineer in daily responsibilities which may include field visits, attending meetings, preparing meeting minutes, reviewing permit applications and drawings, coordinating with several City Departments, punch list generation, scheduling inspectors, verifying construction activities conforms to City Standards, correspondence with stakeholders and ensuring inspector daily reports are accurate and turned in on time, and reporting to stakeholders.

Engineer II

Minimum Requirements: College Degree in Civil Engineering, Professional Engineer License (P.E.), 5 years of Construction Field Technical Experience, Proficiency in Microsoft Word, Outlook, Excel, and Microsoft Projects, ability to multi-task, ability to project workloads and assign inspection responsibilities accordingly, ability to meet deadlines, excellent communication skills (verbal and written), ability to take charge and resolve construction and design issues, ability to effectively bring stakeholders together and lead meetings, **NICET Highway Construction Level II** certification preferred or equal, ability to track and report status on all projects, ability to monitor and enforce moratorium street restoration requirements, ability to work in the field for Quality Assurance (40% to 50% anticipated).

Engineer Functions: Responsible for the overall management of the program. Responsibilities include field visits, attending meetings, preparing meeting minutes, reviewing permit applications and drawings, ensure level of service agreements for permit review times and issuance are met, coordinating with several City Departments, punch list generation, scheduling; Inspectors, Engineers, Arborist, verifying construction activities conforms to City Standards, correspondence with stakeholders and ensuring inspector daily reports are accurate and turned in on time, weekly and monthly project status reporting, visit project sites regularly to ensure project requirements are being met, enforce non-compliance, and all other responsibilities needed to ensure a successful program.

Project Arborist

Under the direction of the City of Cleveland, Division of Urban Forestry and Division of Engineering & Construction, the Project Arborist will be charged with overseeing, documenting and recommending, and directing tree preservation strategies on the Dominion Pipeline Infrastructure Replacement (PIR) Program in accordance with City Established Standards and Requirements.

Duties of the Project Arborist include but are not limited to the following;

Preparing a tree assessment report that will contain the following data as collected during the tree and site inspection:

- Tree address

- Tree genus

- Tree condition (dead, poor, fair, good, excellent)

 - The arborist can use letters to indicate condition (i.e. d=dead, p=poor, f=fair, g=good, e=excellent)

- Tree diameter at breast height measured at 4.5 feet above the ground

- Tree cell location and number

- Percentage of stem girdling roots at the base

- Structural defects (i.e. decay, cracks, co-dominant stems, dead wood, broken or hanging limbs)

- Depth of roots found using a probe (at grade, above grade, below grade)

- Estimated diameter of visible roots

- The distance from the trunk the roots will be pruned.

- Recommendation (root prune and retain tree, root prune and remove tree, root grind and remove tree, no root pruning needed, curve sidewalk etc.).

- Field Marking root pruning and canopy pruning limits.

- Periodic oversight (QA/QC) of field operations to ensure adherence to proper construction methods.

The Project Arborist (informational list attached) shall be one of the following professionals:

International Society of Arboriculture (ISA) Certified Arborist

International Society of Arboriculture Board Certified Master Arborist (BCMA)

American Society of Consulting Arborists (ASCA) Consulting Arborist

ISA Tree Risk Assessor

ISA Municipal Specialist

The Project Arborist fee shall be paid hourly inclusive of all direct and indirect costs.

Timekeeping shall start from the time the Arborists arrives on site and shall stop when Arborist leaves the site. Arborist shall have proper communication equipment Tablet, a phone, and any other equipment so as to be able to instantly communicate with the City in writing (Excel, Word, Email) and to convey photos.

APPENDIX B:

PROPOSAL FEE SUMMARY SHEET

PROPOSAL FEE SHEET

PROJECT: Pipeline Infrastructure Replacement (PIR) Program

DATE: _____

CONSULTANT: _____

Professional Services

<u>Classification (*)</u>	<u>Rate Per Hour (**)</u>
Project Manager	
Construction Inspector, Class I	
Construction Inspector, Class II	
Construction Inspector, Class III	
Engineer I	
Engineer II	
Project Arborist	
Administrative Assistant	
Overhead (____ %)	
Subtotal – 1	
Net Fee (____ %)	
Subtotal – 2	
Allowable Direct Cost	
***Sub consultant's Costs	

*Provide classification services

**Provide classification rates

***Provide Separate Proposal (Classification, Rate Per Hour)